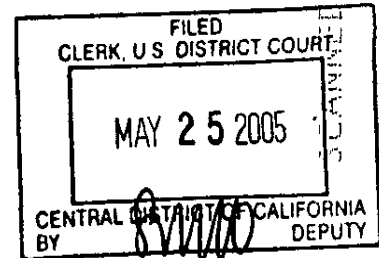


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Attorneys for Plaintiff PERFECT 10, INC.

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

Priority  
☒ Send  
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☐ Enter  
☐ JS-5/JS-6  
☐ JS-2/JS-3

PERFECT 10, INC., a California  
 corporation,

Plaintiff,

v.

CCBILL, LLC, et al.

Defendants.

Case No. CV-02-7624 AHM (SHx)

(Amended Proposed) DEFAULT  
 JUDGMENT AGAINST DEFENDANT  
 NETPASS SYSTEMS, INC

Fed.R. Civ.P. Rule 55; Local Rule 55

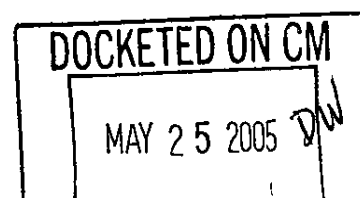
Date: May 23, 2005

Time: 10:00 a.m.

Place: Courtroom of Judge Matz

Having considered Plaintiff Perfect 10, Inc.'s Motion For Entry of Default Judgment and the Declaration of Dr. Norman Zada in Support Thereof, Judgment is hereby entered in favor of Plaintiff Perfect 10, Inc., and against Defendant Netpass Systems, Inc., in the amount of \$275,000 (two hundred seventy five thousand dollars) in statutory damages pursuant to 17 U.S.C §504(c), and \$9,100 (nine thousand one hundred dollars) in attorneys' fees pursuant to 17 U.S.C §505 and Local Rule 55-3, for a total judgment of \$284,100 (two hundred eighty four thousand one hundred dollars) in favor of Perfect 10, Inc. and against Netpass Systems, Inc.

Netpass Systems, Inc. and its agents, servants, directors, officers, principals, employees, representatives, subsidiary and affiliated companies, successors, assigns,



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1 and those acting in concert with them or at their direction (collectively, "Netpass"),  
2 are hereby permanently enjoined from:

3 1. Copying, reproducing, distributing, adapting, making derivative works  
4 from, or publicly displaying Perfect 10 Works, or otherwise infringing Perfect 10  
5 Inc.'s ("Perfect 10") copyrights;

6 2. Misappropriating Perfect 10's rights of publicity;

7 3. Infringing Perfect 10's PERFECT 10 trademark;

8 4. Posting Perfect 10's photographs on the Internet;

9 5. Inducing, causing, materially contributing to, or profiting from the  
10 foregoing acts committed by others;

11 6. Including in their search engine or any database any of the names of any  
12 Perfect 10 models, as set forth in Exhibit Q to the Complaint or as updated by notice  
13 given by Perfect 10 of additional Perfect 10 models;

14 7. Permitting access to any "Identified Website" (as hereafter defined) via links  
15 on www.freenetpass.com or on any other website controlled or operated by Netpass,  
16 or otherwise permitting an Identified Website to use any of Netpass' computer  
17 facilities. "Identified Website" shall mean any of the following:

18 (a) Any website that Netpass knows or has reason to know contains any  
19 infringing content of Perfect 10.

20 (b) Any website for which Netpass is given or has been given notice that it  
21 contains infringing content of Perfect 10.

22 Prior to providing services to or linking to any website, including but not  
23 limited to linking from www.freenetpass.com, Netpass shall review the content of the  
24 website to determine whether it contains any readily identifiable infringing content of  
25 Perfect 10. Readily identifiable infringing content includes images with copyright  
26 notices of Perfect 10 and covers of Perfect 10 Magazine. If a website contains any  
27 of these indicia of readily identifiable infringing content of Perfect 10, Netpass shall  
28 not provide services for or link to the website.

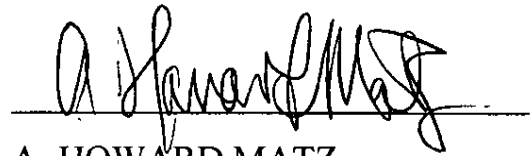
1 Netpass shall review on a quarterly basis the content of any website that it  
2 provides services for or links to, in order to determine whether there exists any  
3 readily identifiable infringing content of Perfect 10 on that website. If there is any  
4 such readily identifiable infringing content of Perfect 10, Netpass shall cease  
5 providing services or linking to that website.

6 As used herein, "Perfect 10 Works" shall mean any copyrighted image or  
7 work of Perfect 10, Inc., or any part thereof.

8 IT IS SO ORDERED.

9 Dated:

May 24, 2005



A. HOWARD MATZ,  
United States District Judge

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and am not a party to the within action; my business address is: 11601 Wilshire Blvd., Suite 600, Los Angeles, CA 90025-1742.

On May 23, 2005, I served the foregoing document(s) described as follows:

**(AMENDED PROPOSED) DEFAULT JUDGMENT AGAINST DEFENDANT NETPASS SYSTEMS, INC.**

on the interested party(ies) in this action by placing a true copy thereof enclosed in a sealed envelope addressed to the address(es) as follows:

**Sean Edlund  
Netpass Systems, Inc.  
7900 International Drive, Suite 685  
Bloomington, MN 55425**

**Cort C. Holten  
Jeffrey D. Bores  
Chestnut & Cambronne  
3700 Campbell Mithun Tower  
222 South 9<sup>th</sup> Street  
Minneapolis, MN 55402**

**Albert F. Davis  
Law Offices of Albert F. Davis  
5455 Wilshire Boulevard, Suite 1802  
Los Angeles, California 90036**

**MAIL:** I placed such envelope with fully prepaid postage thereon in the United States mail at Los Angeles, California.

**FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare, under penalty of perjury, that the foregoing is true and correct.

Executed on **May 23, 2005**, at Los Angeles, California

BY: 

Mary Trinh